

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

In re:
SAMIA EL-MOSLIMANY,
Debtor

Case No. 18-14820-CMA
Chapter 7

DECLARATION OF SAMIA EL-MOSLIMANY

Samia El-Moslimany (Debtor) hereby declares under penalty of perjury as follows:

1. I am the debtor in this case. I make this declaration on my personal knowledge.
 2. I am a 50% owner of the real property at 2655 SW 151st PL, Burien, WA 98166 (the "Property"), legally described as Lot 12, Seahurst West, and according to the plat thereof recorded in volume 80 of plats, page 45, records of King County, Washington. The Property is my principal residence. My mother, Ann El-Moslimany, owns the other 50% interest and also resides in the Property.
 3. I believe the gross value of the Property is \$1,130,000. This is based on my knowledge of property values in the immediate neighborhood, and on the fact that the property has about \$110,000 of long-deferred maintenance that would have to be done to sell it (such as exterior and interior painting, sheetrock repair, installation of a stairway railing, and so forth). An appraisal in November 2010 put the value of the Property at \$900,000. One-half of the gross value is \$565,000,

1 but this is without discount for the fact that I own a fractional interest in the
2 property.

3 4. The encumbrances against the Property include the first mortgage to
4 Washington Federal Savings & Loan, in the amount of \$355,436.76 and a second
5 deed of trust in favor of Aziza Alyousef securing a debt in the principal amount of
6 at least \$574,536. In addition, Aziza Alyousef continues to advance funds to me
7 for living and litigation expenses.

8 5. Aziza Alyousef is a friend of mine. We have both been active in, and
9 prosecuted for, our activities relating to women's rights in Saudi Arabia. Whereas
10 I was arrested and temporarily detained for driving, Aziza was imprisoned for
11 eleven months.

12 6. Because of our friendship and mutual interest in women's rights, Aziza began
13 to assist me with loans to meet my expenses. These expenses included but were not
14 limited to:

- 15 a. Legal defense expenses (not all, but some) for Hayat Sindi litigation
16 against me in Saudi Arabia and the United States.
- 17 b. Legal prosecution expenses for a domestic violence case in Saudi Arabia
I brought against my husband, in which I prevailed.
- 18 c. Islamic divorce and spousal support court expenses
- 19 d. Living and travel expenses (not all).
- 20 e. Some medical expenses for my mother who fell ill with cancer in June
2016
- 21 f. Payoffs of a few of my creditors in Saudi Arabia
- 22 g. Business expenses for my photography studio, including rent and
operating expenses
- 23 h. Payroll debts to some my studio employees
- 24 i. Expenses related to an attempt to establish a branch of my studio in
Riyadh

25 8. Aziza has loaned me least \$574,536 (SAR 2,154,511). The bulk of this debt
26

1 is documented by three promissory notes, one made at the Saudi Ministry of Justice
2 for the amount of SAR 1,300,000 (this Note also exists in an English version for
3 the equivalent amount of US \$346,666. Both the Arabic and English versions of
4 these notes are dated September 1, 2016). That first promissory note secures future
5 loans as well. There is a second promissory note in the amount of \$100,000 dated
6 May 28, 2017, and a third for the amount of SAR 100,000 (\$26,666) dated July 25,
7 2019. The three promissory notes are attached hereto as EXHIBIT A.

8 9. As set forth above, Aziza has loaned me \$574,537, of which \$472,847 is
9 reflected by written notes. In addition, she loaned me at least \$25,000 in cash, and
10 \$76,690 by wire transfer. EXHIBIT B shows wire transfers to my account and
11 sometimes to the account of my daughter because my bank accounts had been
12 frozen in Saudi Arabia and the US (I still do not know why Key Bank froze my
13 account. My accounts in Saudi Arabia were frozen by the Saudi government due
14 to litigation I am in). Aziza also helped to pay my attorney's fees. Attached is a
15 wire transfer to my attorney Don Bailey's trust account in the amount of \$12,000
16 EXHIBIT C.

17 10. I am a dual U.S. - Saudi citizen. I have been in Saudi Arabia for much of
18 the post-petition period, attending to business and litigation there, and serving a
19 short jail sentence as a result of revealing Sindi's extramarital relationship with my
20 husband (although my statements were true, truth is no defense to defamation in
21 Saudi Arabia, and one can be jailed for defamation). The litigation has made
22 communicating with counsel and assembling documents more difficult than usual,
23 justifying additional time to respond. Because of my legal troubles in Saudi
24 Arabia, my bank accounts there were frozen. It has been extremely difficult for me
25 to gather the bank records.
26

11. As additional evidence that Aziza's loans to me are real, I point out that for several years, I have had no income. Yet, until I filed bankruptcy, I kept up my mortgage payments (which were paid in cash for an entire year) and I have paid all my Saudi legal fees, large amounts for my Boston attorneys, my frequent international travel, and utilities and living expenses. The only source of funds for these expenses was loans from friends and family, chiefly Aziza.

12. To give Aziza security for the loans she had made, and would make in the future, my mother and I granted her a deed of trust that was recorded on November 7, 2016 under recording number 20161107000004. The deed of trust covers the promissory notes described above, and future advances.

Declared under penalty of perjury under the laws of the State of Washington and the United States of America, this 2nd day of August, 2019, in Seattle, King County, Washington.


Samia El-Moslimany

Exhibit A



رقم الأقرار: ٣٧١٦٣٦٧٥٠

التاريخ: ١٤٣٧/١١/٢٩ هـ

كتابة العدل الثانية بالرياض

أقرار بدين

الحمد لله وحده والصلوة والسلام على من لا نهى بعده ، وبعد :
فليدى آتنا الطيب بن عبدالله المحببي، رئيس كتابة العدل الثانية بالرياض

حضر بالأوصاف المعتبرة شرعاً كلاً من :

١- الطرف الأول (الدائن) عزيزة بنت محمد بن عبدالعزيز يوسف سعودية الجنسية بموجب سجل مدني رقم ١٠٤٤٢٥٤٠٢٧

١- الطرف الثاني (المدين) سمية محمد احمد المسلماني سعودية الجنسية بموجب سجل مدني رقم ١١٣٦٥٧٤٠٧٤ وبعد التعريف الشرعي من

١- عبدالعزيز عبد الله الصالح سعودي الجنسية بموجب سجل مدني رقم ١٠٥٩٣٨٣١٦١ وقد تم الأقرار بالدين كما يلى:

نوع الدين ملي ومقادره : ١,٣٠٠,٠٠٠ مليون وثلاثمائة ألف ريال على نفعت ابتكاء من تاريخ ١٤٣٤/٦/٢٠ سبب الدين : قرض حسن لمساعدةها في عملها التجاري وتفع اجره مدينين بسبب فضلاً مرفوعه عليها ولمساعدتها على المعيشة بعد الفصالها من زوجها

وقت حلوله : لا أشترط عليها وقت محدد متى ما تتوفر المبلغ يتم التسديد
كيفية سداده : على نفعات او تسدیده كامل

وقد أقر المدين باستلام الدين المذكور والتزم بالسداد وقت حلول الدين
وعليه جرى التصديق والتوفيق تحريراً في ١٤٣٧/١١/٢٩ هـ وصل إلى الله وسلم على نبينا محمد واله وصحبه أجمعين .

رئيس كتابة العدل

الخطم الرسمي

الطيب بن عبدالله المحببي

عبدالعزيز عبد الله الصالح

١٤٣٧/١١/٢٩

عززة سمية المسلماني

سمية محمد المسلماني

١٤٣٧/١١/٢٩

ملحوظة : أي كثف أو تعديل في هذا الأقرار يعتبر سافر والأقرار ساري المفعول ما لم ينتهي العمل المقرر بناءً عليه

مودع رقم ١٢٠٣٠٢

(هذا الموجع ممحون لاستخدامه بالحساب الآلي ويمنع تغييفه)

مصلحة مطبوع الحكومة - ٢٠١٢ - ٣ - ٢٠١٢

PROMISSORY NOTE

September 1, 2016,
Seattle, Washington

Page 1 of 4

FOR VALUE RECEIVED, Samia El-Moslimany, a married person, (hereinafter "Borrower"), currently residing at 2655 SW 151 Place, Burien, Washington 98166, promises to pay to the order of the Aziza M. Yousef (hereinafter "Lender") the sum of THREE HUNDRED FORTY-SIX THOUSAND SIX HUNDRED AND SIXTY-SIX DOLLARS US (\$346,666.00) with ZERO (0%) interest per annum accruing on the unpaid principal, unless changed by subsequent mutual agreement of both parties in writing. All outstanding amounts are due and owing in full on or before the date of Maturity as set forth in Provision 2, below.

Borrower and Lender acknowledge that they execute the instant Note with the intent that it supplements and sets forth additional, more detailed terms, than the previously executed Promissory Note (Ministry of Justice, Saudi Arabia, Document #37163750, 29/11/1437 Hijra), entered into between the Parties. This Promissory Note is attached hereto as EXHIBIT "A" for reference.

- 1. PAYMENT PLACE.** Payment shall be made to Lender at her place of residence or at such other place as Lender may designate in writing by notice to Borrower. Payment shall be submitted to the following address:

P.O. Box 54301
Riyadh 11415
Saudi Arabia

- 2. MATURITY.** The date of Maturity shall be the final day of the three hundred and sixtieth (360) month, or thirty (30) years, running from the above-referenced date of execution of this Note.
- 3. WAIVERS.** Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of Dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.
- 4. GIVING OF NOTICES.** Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first-class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first-class mail to Lender at the address stated above or at a different address if Borrower is provided written notice of that address.

5. **OBLIGATIONS OF PERSONS UNDER THIS NOTE.** If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is guarantor, surety or endorser of this Note is also obligated pursuant to the terms of this Note. Any person, who takes over these obligations, including the obligations of a guarantor surety or endorser of this Note, is also obligated perform pursuant to all terms contained in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.
6. **CHOICE OF LAW.** This Note shall be governed and enforceable pursuant to the applicable laws of the State of Washington.
7. **SECURITY.** This Note shall be security by a Deed of Trust, recorded against the following property:

LOT 12 OF SEAHURST-WEST, AS PER PLAT RECORDED IN VOLUME 80 OF PLATS, PAGE 45, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE CITY OF BURIEN, COUNTY OF KING, STATE OF WASHINGTON.

Commonly known as: 2655 SW 151 Place, Burien, Washington 98166.

8. **TERMINATION UPON DEATH.** Lender and Borrower expressly agree that this agreement, and all rights and duties pursuant hereto, immediately terminates upon the death of either party and is non-transferrable to the heirs, beneficiaries or assignees of either party.

Borrower and Lender each acknowledge that they execute this Note as a principal and not as a surety.

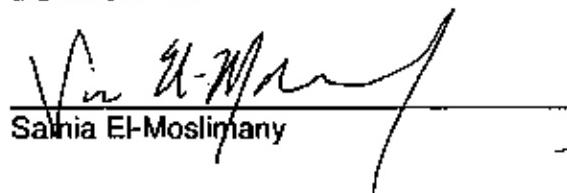
Principal and interest (if any) shall be payable in lawful money of the United States.

If legal action must be instituted to enforce any terms of this Note, the prevailing party agrees to pay such sum as the court may fix toward reasonable attorney's fees.

October

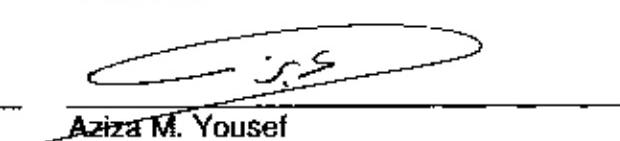
Dated this 02 day of September, 2016.

BORROWER:



Salma El-Moslimany

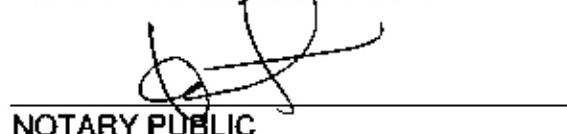
LENDER:



Aziza M. Yousef

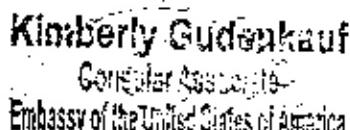
Kingdom of Saudi Arabia
City of Riyadh
Embassy of the United States of America

Before me, the undersigned Notary Public in and for said city and country, did personally appear Aziza M. Yousef (Lender) and signed this Promissory Note as her free and voluntary act and deed.



NOTARY PUBLIC

Notary Public
State of Saudi Arabia
C. 2016



Kimberly Gudekauft
Consular Agent
Embassy of the United States of America

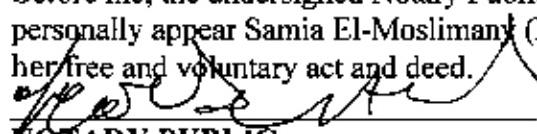
Page 4 of 4

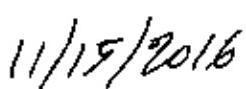
BORROWER:


Samia El-Moslimany

STATE OF WASHINGTON

Before me, the undersigned Notary Public in and for said state and county, did personally appear Samia El-Moslimany (Borrower) and signed this Promissory Note as her free and voluntary act and deed.


NOTARY PUBLIC


11/15/2016



PROMISSORY NOTE

May 28, 2017
Riyadh, Saudi Arabia

Page 1 of 3

FOR VALUE RECEIVED, Samia El-Moslimany, a married person, (hereinafter "Borrower"), currently residing at 2655 SW 151 Place, Burien, Washington 98166, promises to pay to the order of the Aziza M. Yousef (hereinafter "Lender") the sum of ONE HUNDRED THOUSAND DOLLARS US (\$100,000.00) with ZERO (0%) interest per annum accruing on the unpaid principal, unless changed by subsequent mutual agreement of both parties in writing. All outstanding amounts are due and owing in full on or before the date of Maturity as set forth in Provision 2, below.

Borrower and Lender acknowledge that they execute the instant Note with the intent that it supplements and sets forth additional, more detailed terms in a Promissory Note to be executed in Riyadh, Saudi Arabia by the Ministry of Justice, Saudi Arabia,

- 1. PAYMENT PLACE.** Payment shall be made to Lender at her place of residence or at such other place as Lender may designate in writing by notice to Borrower. Payment shall be submitted to the following address:

P.O. Box 54301
Riyadh 11415
Saudi Arabia

- 2. MATURITY.** The date of Maturity shall be the final day of the three hundred and sixtieth (360) month, or thirty (30) years, running from the above-referenced date of execution of this Note.
- 3. WAIVERS.** Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of Dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.
- 4. GIVING OF NOTICES.** Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first-class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

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SITUATE IN THE CITY OF BURIEN, COUNTY OF KING, STATE OF WASHINGTON.

Commonly known as: 2655 SW 151 Place, Burien, Washington 98166.

8. **TERMINATION UPON DEATH.** Lender and Borrower expressly agree that this agreement, and all rights and duties pursuant hereto, immediately terminates upon the death of either party and is non-transferrable to the heirs, beneficiaries or assignees of either party.

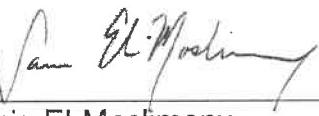
Borrower and Lender each acknowledge that they execute this Note as a principal and not as a surety.

Principal and interest (if any) shall be payable in lawful money of the United States.

If legal action must be instituted to enforce any terms of this Note, the prevailing party agrees to pay such sum as the court may fix toward reasonable attorney's fees.

Dated this 28th Day of May, 2017.

BORROWER:


Samia El-Moslimany

LENDER:


Aziza M. Yousef

PROMISSORY NOTE

July 25, 2019
Riyadh, Saudi Arabia

Page 1 of 3

FOR VALUE RECEIVED, Samia El-Moslimany, a married person, (hereinafter "Borrower"), currently residing at 2655 SW 151 Place, Burien, Washington 98166, promises to pay to the order of the Aziza M. Yousef (hereinafter "Lender") the sum of ONE HUNDRED THOUSAND SAUDI ARABIAN RIYALS (SAR100,000.00) with ZERO (0%) interest per annum accruing on the unpaid principal, unless changed by subsequent mutual agreement of both parties in writing. All outstanding amounts are due and owing in full on or before the date of Maturity as set forth in Provision 2, below. Borrower and Lender acknowledge that they execute the instant Note with the intent that it supplements and sets forth additional, more detailed terms in a Promissory Note to be executed in Riyadh, Saudi Arabia by the Ministry of Justice, Saudi Arabia,

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SITUATE IN THE CITY OF BURIEN, COUNTY OF KING, STATE OF WASHINGTON.

Commonly known as: 2655 SW 151 Place, Burien, Washington 98166.

- 8. TERMINATION UPON DEATH.** Lender and Borrower expressly agree that this agreement, and all rights and duties pursuant hereto, immediately terminates upon the death of either party and is non-transferrable to the heirs, beneficiaries or assignees of either party.

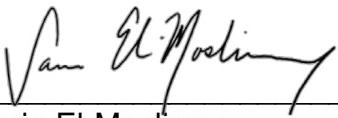
Borrower and Lender each acknowledge that they execute this Note as a principal and not as a surety.

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Dated this 25th Day of July, 2019.

BORROWER:



Samia El-Moslimany

LENDER:



Aziza M. Yousef



Exhibit B

ANB Net Transaction Receipt

Sir/Madam :SARA A. S. ALHAIDAR
Account Number:0108064878950011

Transaction Details

Transaction Reference Number:1731306668
Transaction Type:Utility Bill Payment
Transaction Date & Time:28/09/2017
From Account/Credit Card:0108064878950011
Payment Type:Post Paid

Utility Bill Details

Company:Saudi Post
Subscriber Number233405331
Amount Due:280.00
Bill Due Date:04/08/2017

Financial Details

Amount Paid: 280.00

Toll Free (in KSA):	8001244040
Outside KSA:	00966112994040

Electronic Transaction Confirmation (Does not require a signature).



ANB Net Transaction Receipt

Sir/Madam :SARA A. S. ALHAIDAR
Account Number:0108064878950011

Transaction Details

Transaction Reference Number:1731306669
 Transaction Type:Utility Bill Payment
 Transaction Date & Time:28/09/2017
 From Account/Credit Card:0108064878950011
 Payment Type:Post Paid

Utility Bill Details

Company:STC
 Subscriber Number:00102561287
 Amount Due:454.28
 Bill Due Date:30/09/2017

Financial Details

Amount Paid:454.28

Toll Free (in KSA):	8001244040
Outside KSA:	00966112994040

Electronic Transaction Confirmation (Does not require a signature).

arab national bank Saudi Stock Co. Paid up Capital S.R.10000 Million
 P. O. Box 56921, Riyadh 11564 - Kingdom of Saudi Arabia
 Tel +966 11 402 9000 Fax +966 11 402 7747

البنك العربي الوطني شركة مساهمة سعودية رأس المال المدفوع ١٠٠٠٠ مليون ريال
 ص.ب. ٥٦٩٢١، الرياض ١١٥٦٤ - المملكة العربية السعودية
 تلفون ٩٦٦١١٤٠٢٧٧٤٧ فاكس ٩٦٦١١٤٠٢٩٠٠٠

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Account No

*****1831

Reference No

0669245

Type

International Transfer
-Net

Amount

8,634.66

Date

13-03-2019

Channel

SambaOnline

Remarks

TRANSFER OF USD
2300 @
3.7542000 IN
FAVOUR OF: RILLA
ELLA USMAN AL
HADDAR A/C :
1102942826
BANK : SOUND
CREDIT UNION
UNDER OUR REF
0500300725609.



[Back](#)

samba سامبا

[Logout](#)

From Currency

SAR

To Account

1102942826

To Currency

USD

Beneficiary Name

RILLA ELLA
USMAN AL-
HADDAR

Beneficiary Address

PO BOX 367
SEAHURST, WA
USA

Bank Name

SOUND CREDIT
UNION

FX Rate

3.7542000

Destination Amount

USD 5,300.00

Fees

SAR 50.00

VAT

SAR 2.50

Total Amount to
be Debited

SAR 19,949.76



[Back](#)[Logout](#)

Transaction Details

Account No	****1831
Reference No	0669245
Type	International Transfer -Net
Amount	10,887.18
Date	13-04-2019
Channel	SambaOnline
Remarks	TRANSFER OF USD 2900 @ 3.7542000 IN FAVOUR OF: RILLA ELLA USMAN AL HADDAR A/C : 1102942826 BANK : SOUND CREDIT UNION UNDER OUR REF 0500301036520.

[My Accounts](#)[Transfers](#)[SADAD](#)[My Cards](#)[More](#)

[Back](#)[Logout](#)

Transaction Details

Account No	****1831
Reference No	0669245
Type	International Transfer -Net
Amount	10,887.18
Date	13-04-2019
Channel	SambaOnline
Remarks	TRANSFER OF USD 2900 @ 3.7542000 IN FAVOUR OF: RILLA ELLA USMAN AL HADDAR A/C : 1102942826 BANK : SOUND CREDIT UNION UNDER OUR REF 0500301036520.

[My Accounts](#)[Transfers](#)[SADAD](#)[My Cards](#)[More](#)

E

حوالات محلية



حفظ

تمت عملية التحويل للمستفيد
بنجاح

تفاصيل التحويل

0040-80066314-001

من حساب

SAMIA ELMOSLIMANY

المستفيد

SAMIA ELMOSLIMANY

الإسم

مجموعة سامبا المالية

اسم البنك

رقم الحساب الدولي

SA3540000000000124502474 - SAR

100,000.00 ريال سعودي

المبلغ

2.50 ريال سعودي - 01/08/2019

الرسوم

0.13 ريال سعودي

قيمة الضريبة المضافة

شخصي

الفئة

الأهل والأقارب / الأصدقاء

الغرض

فوري

وقت التحويل

الصفحة الرئيسية

عملية جديدة



3



